

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company		08/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phat Fashions, LLC		
Street Address:	600 Kellwood Parkway		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85377034	FROM THE RUNWAY TO THE PAVEMENT	
CORRESPONDENCE DATA			
Fax Number:	(314)576-3388		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3145763340		
Email:	courtney.labelle@kellwood.com		
Correspondent Name:	Courtney LaBelle		
Address Line 1:	600 Kellwood Parkway		
Address Line 4:	Chesterfield, MISSOURI 63017		
ATTORNEY DOCKET NUMBER:	FROM THE RUNWAY TO THE PA		
NAME OF SUBMITTER:	Deborah L. Norman		
Signature:	/Deborah L. Norman/		
Date:	08/08/2011		
Total Attachments: 3 source=Assignment 8.8.11#page1.tif source=Assignment 8.8.11#page2.tif source=Assignment 8.8.11#page3.tif			

OP \$40.00 85377034

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TRADEMARK
REEL: 004599 FRAME: 0579

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 1st day of October, 2010 ("Effective Date") by and between Kellwood Company, a Delaware corporation, with an office at 600 Kellwood Parkway, Chesterfield, Missouri 63017 ("Assignor"), and Phat Fashions, LLC, a New York limited liability company, with an office at 600 Kellwood Parkway, Saint Louis, Missouri 63017 ("Assignee").

WHEREAS, Assignor is the owner of United States and Canadian trademark application set forth on Schedule A attached hereto (collectively, the "Mark");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Mark, in each case, together with the goodwill of the business associated therewith;

NOW, THEREFORE, in view of the foregoing premises, and the mutual undertakings contained herein, Assignor hereby assigns, transfers, and sets over to Assignee the entire right, title and interest in and to the Mark for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now and hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; and (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment.

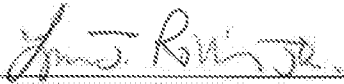
Assignor and Assignee agree that nothing set forth herein shall be deemed to amend, modify, supplement, reduce or expand the warranties and representations of Assignor, or the liability of and indemnification by Assignor with respect thereto, set forth in the Agreement.

* * * * *

IN WITNESS WHEREOF, intending to be legally bound, Assignor and Assignee have executed this Assignment by their duly authorized representatives as of the Effective Date.

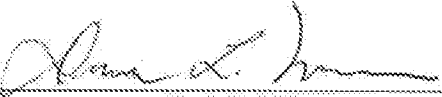
KELLWOOD COMPANY

PHAT FASHIONS, LLC

By: 

Name: Luther J. Rollins, Jr.

Title: Assistant Secretary and Assistant
General Counsel

By: 

Name: Deborah L. Norman

Title: Assistant Secretary and Assistant
General Counsel

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
FROM THE RUNWAY TO THE PAVEMENT	U.S.	85/377,034	7/21/2011